

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

In re

: Chapter 9

CITY OF DETROIT, MICHIGAN,

: Case No. 13-53846

Debtor.

: Hon. Steven W. Rhodes

:

**STIPULATION FOR AN ORDER REFLECTING  
TERMS OF TENTATIVE AGREEMENT BETWEEN  
THE CITY OF DETROIT AND THE DETROIT POLICE  
OFFICERS ASSOCIATION REGARDING PLAN OF ADJUSTMENT**

The City of Detroit (the "City") and the Detroit Police Officers Association (the "DPOA" and, together with the City, the "Parties"), by and through their respective undersigned counsel, stipulate as follows:

1. On May 5, 2014, the City filed the Fourth Amended Plan for the Adjustment of Debts of the City of Detroit (Docket No. 4392) (as it has been and may be further modified, amended or supplemented, the "Plan"). Capitalized terms not otherwise defined herein have the meanings given to them in the Plan.

2. The DPOA filed objections to the Plan and related briefing on May 16, 2014 (Docket No. 4901) (the "May 16 Objection"), May 19, 2014 (Docket No. 4938) and June 30, 2014 (Docket No. 5708) (collectively, the "DPOA Objections").

3. On May 16, 2014, the Detroit Fire Fighters Association (the "DFFA") filed objections to the Plan (Docket No. 4918) that, among other things, incorporated by reference the May 16 Objection.

4. On July 8, 2014, the Parties executed a term sheet that sets forth the terms of a settlement between the Parties resolving certain disputes arising in connection with the Chapter 9 Case and the Plan (the "Term Sheet").

5. The Term Sheet provides, among other things, that: (a) the Parties will negotiate in good faith to try to reach a signed, ratified collective bargaining agreement by July 25, 2014; and (b) the DPOA hereby withdraws the DPOA Objections, without prejudice to the ability of the DPOA to re-file the DPOA Objections if the Parties are unable to ratify a collective bargaining agreement by July 25, 2014.

6. The Parties agree that the withdrawal of the DPOA Objections shall be without prejudice to, and does not waive, any right of the DFFA to assert any arguments that were asserted in the DPOA Objections that were previously expressly incorporated by the DFFA into the DFFA's Filed objections to the Plan.

7. The DPOA is a holder of certain Other Unsecured Claims in Class 14 (the "DPOA Class 14 Claims"). With respect to the DPOA Class 14 Claims, the DPOA has agreed to vote to accept the Plan, without prejudice to the ability of the DPOA to re-file the DPOA Objections if the DPOA membership does

not ratify a collective bargaining agreement by July 25, 2014. In the event that (a) the DPOA casts a timely Class 14 Ballot(s) to accept the Plan and (b) the DPOA membership does not ratify a collective bargaining agreement by July 25, 2014, (x) the Class 14 Ballot(s) submitted by the DPOA will not be counted for purposes of determining whether Class 14 has accepted the Plan in accordance with section 1126(c) of the Bankruptcy Code; and (y) the Claims and Balloting Agent will File, no later than August 4, 2014, a revised tabulation affidavit with respect to Class 14 reflecting the exclusion of the DPOA Class 14 Ballot(s).

8. In accordance with the Term Sheet, the Parties hereby request that the Court enter the proposed Order attached hereto as Exhibit 1 reflecting the Parties' agreement on the foregoing issues.

Dated: July 10, 2014

/s/Barbara A. Patek

Barbara A. Patek (P34666)  
ERMAN, TEICHER, ZUCKER &  
FREEDMAN, P.C.  
400 Galleria Officentre, Suite 444  
Southfield, MI 48034  
Telephone: (248) 827-4100  
Facsimile: (248) 827-4106  
E-mail: [bpatek@ermanteicher.com](mailto:bpatek@ermanteicher.com)

ATTORNEY FOR DETROIT POLICE  
OFFICERS ASSOCIATION

/s/Heather Lennox

David G. Heiman (OH 0038271)  
Heather Lennox (OH 0059649)  
JONES DAY  
North Point  
901 Lakeside Avenue  
Cleveland, Ohio 44114  
Telephone: (216) 586-3939  
Facsimile: (216) 579-0212  
[dgheiman@jonesday.com](mailto:dgheiman@jonesday.com)  
[hlennox@jonesday.com](mailto:hlennox@jonesday.com)

Bruce Bennett (CA 105430)  
JONES DAY  
555 South Flower Street  
Fiftieth Floor  
Los Angeles, California 90071  
Telephone: (213) 243-2382  
Facsimile: (213) 243-2539  
[bbennett@jonesday.com](mailto:bbennett@jonesday.com)

Jonathan S. Green (MI P33140)  
Stephen S. LaPlante (MI P48063)  
MILLER, CANFIELD, PADDOCK  
AND STONE, P.L.C.  
150 West Jefferson  
Suite 2500  
Detroit, Michigan 48226  
Telephone: (313) 963-6420  
Facsimile: (313) 496-7500  
[green@millercanfield.com](mailto:green@millercanfield.com)  
[laplante@millercanfield.com](mailto:laplante@millercanfield.com)

ATTORNEYS FOR THE CITY

**EXHIBIT 1**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

-----x  
:  
In re : Chapter 9  
:  
CITY OF DETROIT, MICHIGAN, : Case No. 13-53846  
:  
Debtor. : Hon. Steven W. Rhodes  
:  
-----x

**ORDER REFLECTING TERMS OF TENTATIVE AGREEMENT  
BETWEEN THE CITY OF DETROIT AND THE DETROIT POLICE  
OFFICERS ASSOCIATION REGARDING PLAN OF ADJUSTMENT**

This matter came before the Court on the Stipulation for an Order Reflecting Terms of Tentative Agreement Between the City of Detroit and the Detroit Police Officers Association Regarding Plan of Adjustment (the "Stipulation"),<sup>1</sup> filed by the City of Detroit (the "City") and the Detroit Police Officers Association (the "DPOA" and, together with the City, the "Parties"); the Court having reviewed the Stipulation; the Court finding that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b); and the Court being fully advised in the premises;

---

<sup>1</sup> Capitalized terms not defined herein have the meanings given to them in the Stipulation.

IT IS HEREBY ORDERED THAT:

1. The Stipulation is APPROVED.
2. The DPOA Objections are hereby deemed withdrawn, without prejudice to the ability of the DPOA to re-file the DPOA Objections if the DPOA membership does not ratify a collective bargaining agreement by July 25, 2014.
3. The withdrawal of the DPOA Objections is without prejudice to, and does not waive, any right of the DFFA to assert any arguments that were asserted in the DPOA Objections that were previously expressly incorporated by the DFFA into the DFFA's Filed objections to the Plan.
4. With respect to the DPOA Class 14 Claims, the DPOA shall vote to accept the Plan, without prejudice to the ability of the DPOA to re-file the DPOA Objections if the DPOA membership does not ratify a collective bargaining agreement by July 25, 2014.
5. In the event that (a) the DPOA casts a timely Class 14 Ballot(s) to accept the Plan and (b) the DPOA membership does not ratify a collective bargaining agreement by July 25, 2014, (x) the Class 14 Ballot(s) submitted by the DPOA will not be counted for purposes of determining whether Class 14 has accepted the Plan in accordance with section 1126(c) of the Bankruptcy Code; and (y) the Claims and Balloting Agent will File, no later than August 4, 2014, a

revised tabulation affidavit with respect to Class 14 reflecting the exclusion of the DPOA Class 14 Ballot(s).

**CERTIFICATE OF SERVICE**

I, Heather Lennox, hereby certify that the foregoing Stipulation for an Order Reflecting Terms of Tentative Agreement Between the City of Detroit and the Detroit Police Officers Association Regarding Plan of Adjustment, was filed and served via the Court's electronic case filing and noticing system on this 10th day of July, 2014.

/s/ Heather Lennox